

**CONTRACT #15**  
**RFS # 337.10-542**

**Department of Labor &  
Workforce Development**

**Employment Security**

**VENDOR:**  
**Integris, Inc.**  
**DBA**  
**Bull Services**



**STATE OF TENNESSEE  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PHIL BREDESEN**  
GOVERNOR

**Andrew Johnson Tower  
710 James Robertson Pkwy, 8th FLOOR  
Nashville, TN 37243-0655  
(615) 741-2582**

**JAMES G. NEELEY**  
COMMISSIONER

April 17, 2007

M. D. Goetz, Jr., Commissioner  
Department of Finance and Administration  
State Capitol  
Nashville, TN 37243

REF: 337.10-542 Non Competitive amendment to Contract

Dear Mr. Goetz:

Outlined below is our justification for a Non Competitive Contract amendment with Intergis, dba Bull Services. Contract Number FA-06-16479-00:

- 1) The current contract is for backup recovery services in case of a major disaster affecting the State's GCOS Computing Facility. The amendment is to include the ICON System under the current backup recovery services. The cost to add the ICON System is \$2,880.00 or \$120.00 per month.
- 2) OIR approval is attached.
- 3) Department of Personnel approval not required.
- 4) We believe it will be more economical and in the best interest of the state to use the current Contractor due to the low service dollar amount of (\$2,880.00).

Based on the above justification, I am requesting you approval of this non-competitive contract.


Sincerely,

A handwritten signature in cursive script, reading "James G. Neeley, m m", is written over a horizontal line.

James G. Neeley, Commissioner  
JGN: HS: mho

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>				<b>Contract #</b>			
<b>337.10-542</b>				<b>FA-06-16479-</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
Labor and Workforce Development				Employment Security			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
Intergis, Inc. dba Bull Services				C- or <input checked="" type="checkbox"/> V- 043574101-00			
<b>Service Description</b>							
Backup Recovery Services for use in case of a major disaster affecting the States's GCOS Computing Facility.							
<b>Contract BEGIN Date</b>		<b>Contract END Date</b>		<b>Subrecipient or Vendor?</b>		<b>CFDA #</b>	
08/01/05		07/31/2008		Vendor		17.225	
<b>Mark Each TRUE Statement</b>							
<input checked="" type="checkbox"/> <b>Contractor is on STARS</b>				<input checked="" type="checkbox"/> <b>Contractor's Form W-9 is on file in Accounts</b>			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
337.10		00076		082/830		11	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>					
210		050					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
06		\$ 70,125.00			\$ 70,125.00		
07		\$ 77,820.00			\$ 77,820.00		
08		\$ 77,940.00			\$ 77,940.00		
09		\$ 6,495.00			\$ 6,495.00		
					\$ -		
					\$ -		
<b>TOTAL</b>	\$ -	\$ 232,380.00	\$ -	\$ -	\$ 232,380.00		
<b>— COMPLETE FOR AMENDMENTS ONLY —</b>							
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	<b>State Agency Fiscal Contact &amp; Telephone #</b>				
06	\$ 70,125.00		Melvin O'Neal 532-1071				
07	\$ 76,500.00	\$ 1,320.00	<b>State Agency Budget Officer Approval</b>				
08	\$ 76,500.00	\$ 1,440.00					
09	\$ 6,375.00	\$ 120.00					
			<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
<b>TOTAL</b>	\$ 229,500.00	\$ 2,880.00					
<b>End Date</b>	07/31/08	7/31/2008					
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method					
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other					
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							

**AMENDMENT ONE  
TO CONTRACT NUMBER FA-06-16479-00**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the State, and Integrus, Inc. dba Bull Services, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1. in its entirety and insert the following in its place:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract for the services described in Section C.3 herein exceed Two Hundred Thirty Two Thousand Three Hundred Eighty Dollars (\$232,380.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service described in Section C.3 regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and, except for the Monthly Charges in Section C.3, does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid the Declaration Fee and Equipment Use Charges in accordance with the Service Rates detailed in Section C.3. Other than the Monthly Charges in Section C.3, the State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. Delete Section C.3. in its entirety and insert the following in its place:

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT</u>	<u>FEES</u>
DPS9000 GCOS Backup Recovery Service, Specified Initial Peripherals, and Site to Site VPN Services	\$ 6,375.00 Monthly
ICON System	\$ 120.00 Monthly
Declaration Fee in Case of a Disaster	\$20,000.00 One Time Fee
DPS9000 GCOS Equipment Use Charges in a declared disaster (Minimum of Five (5) Days Charge)	\$ 5,000.00 Per Day

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

2. Add the following as Section A.16. and renumber any subsequent sections as necessary:

- A.16. The Contractor agrees to add the ICON system to the Backup Recovery Services.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**INTEGRIS INC., dba Bull Services:**

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Signature

DATE

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**Jonathan J. Burbank, President**

**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:**

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**James G. Neeley, Commissioner**

DATE

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**M. D. GOETZ, JR., COMMISSIONER**

DATE

**COMPTROLLER OF THE TREASURY:**

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**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

DATE

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration  
Date:

**EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.**

1) RFS #	337.10-542		
2) State Agency Name :	Labor and Workforce Development		
<b>EXISTING CONTRACT INFORMATION</b>			
3) Service Caption :	Backup Recovery services for use in case of a major disaster affecting the State's GCOS Computing Facility.		
4) Contractor :	Intergis, Inc. dba Bull Services		
5) Contract #	FA-06-16479-00		
6) Contract Start Date :			8/01/2005
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			8/31/2010
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			382,500.00
<b>PROPOSED AMENDMENT INFORMATION</b>			
9) <u>Proposed</u> Amendment #			1
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)			8/01/2007
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			8/31/2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			385,820.00
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
The amendment is to add the ICON system to the Disaster Recovery Agreement.			
15) Explanation of Need for the Proposed Amendment :			
Currently the ICON system is not included in the Disaster Recovery agreement. In order to provide complete disaster recovery for all			

systems, the ICON system should be included.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Jonathan J. Burbank, President, Integris, Inc, dba as Bull Services, 296 Concord Road, Suite 180, Billerica, MA 01851-4186

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

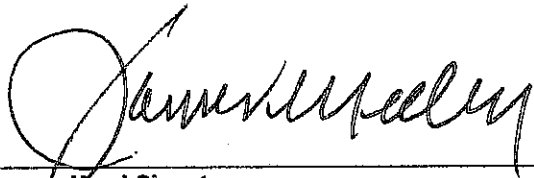
N/A currently under contract

**21) Justification for the Proposed Non-Competitive Amendment :**

It is in the best interest of the State to have all systems covered under the Disaster Recovery Services contract.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



26 Mar 07

Agency Head Signature

Date

089008



# FAX TRANSMITTAL

to Request OIR Procurement Endorsement

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

**FROM :** Melvin O'Neal, Service Coordinator FAX # 741-3002

**DATE :** 3/27/07

**RFS#** 337.10-542 Amendment 1

**RE :** Procurement Endorsement — Backup Recovery Service for the Bull System and other Unemployment Insurance Systems.

**NUMBER OF FAX PAGES (Including cover) : 7**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Tyrone Sullivan at 615 741-8981.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

**OIR Endorsement :**

*Bill Gzell (gc)*

*4/11/07*

**OIR Chief Information Officer**

**Date**





STATE OF TENNESSEE  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
INFORMATION TECHNOLOGY  
500 James Robertson Parkway  
Nashville, Tennessee 37245-3300

March 20, 2007

MEMORANDUM:

TO: Melvin O'Neal  
Accounting Manager

FROM: Tyrone Sullivan *R.T.S.*  
Director of Information Technology Operations

SUBJECT: Modification to our Integris (a.k.a. Bull) Disaster Recovery Agreement

I am requesting a modification to our existing agreement for disaster recovery services provided by Integris (a.k.a. Bull). In our efforts to improve our disaster recovery capability, we have had several communications with ACS, our ICON provider, and Integris, our disaster recovery (DR) provider. The ICON system was never included in our previous DR planning because the hub computer system resides in a remote site and belongs to ACS. Our Bull engineering staff brought to light that if we are to provide complete DR services, we need to consider including the ICON system in our DR planning.

We did some fact finding to help make an informed decision regarding ICON DR services. After several conference calls with Bull and ACS, we think we have the best technical and cost-effective scenario to provide ICON DR services. At an additional cost of \$120.00 per month, Integris will modify their configuration to support connectivity with ACS should a disaster occur.

I am attaching hard copies of the emails from Linda Gross of Integris quoting the \$120.00 per month additional charge and from Marie Moss approving the modification.

Let me know if you have further questions.

TS

**TDLWD  
RECEIVED**

**MAR 22 2007**

**FISCAL SERVICES  
NASHVILLE, TN**

*Betty*

## CONTRACT SUMMARY SHEET

<b>RFS Number:</b>	337.10-542	<b>Contract Number:</b>	FH-06-16477-00
<b>State Agency:</b>	Labor and Workforce Development	<b>Division:</b>	Employment Security
<b>Contractor:</b>		<b>Contractor Identification Number:</b>	
Intergis, Inc. dba Bull Services		X	V-
		C-	043574101-00

**Service Description:**

Backup Recovery Services for use in case of a major disaster affecting the States's GCOS Computing Facility

<b>Contract Begin Date:</b>	<b>Contract End Date:</b>
08/01/2005	07/31/2008

Allotment Code	Cost Center	Object Code	Funds	Grant	Grant Code	Subgrant Code
337.10	00076	082/830	11	X on STARS	210	050

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount Include ALL amendments
06		\$70,125.00			\$70,125.00
07		\$76,500.00			\$76,500.00
08		\$76,500.00			\$76,500.00
09		\$6,375.00			\$6,375.00
					\$0.00
					\$0.00
<b>Total:</b>	\$0.00	\$229,500.00	\$0.00	\$0.00	\$229,500.00

<b>CFDA Number:</b>	17.225	<b>Check the box (below) ONLY if the answer is YES</b>	
<b>State Fiscal Contact:</b>		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	<input type="checkbox"/>
<b>Name:</b>	Melvin O'Neal	Is the Contractor a VENDOR? (per OMB A-133)	<input checked="" type="checkbox"/>
<b>Address:</b>	Andrew Johnson Tower, 8th Floor	Is the Fiscal Year Funding STRICTLY LIMITED?	<input type="checkbox"/>
<b>Phone:</b>	615 532-1071	Is the Contractor on STARS?	<input checked="" type="checkbox"/>
<b>Procuring Agency Budget Officer Signature:</b>		Is the Contractor's FORM W-9 ATTACHED?	<input type="checkbox"/>
<i>H. A. Shackelford</i>		Is the Contractor's Form W-9 Filled with Accounts?	<input checked="" type="checkbox"/>
		<b>Funding Certification</b>	

COMPLETE FOR ALL AMENDMENTS (only)		
End Date >	Base Contract & Prior Amendments	This Amendment ONLY
FY		
FY		
FY		
FY		
FY		
FY		
<b>Totals:</b>		\$0.00

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

**RECEIVED**  
 2005 AUG 22 AM 10:36  
 COMPTROLLER'S OFFICE  
 OFFICE OF  
 MANAGEMENT SERVICES